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RECORDATION NO.

19719 C
FILED

JUL 1 '05

12-14 PM

SURFACE TRANSPORTATION BOARD

lgitomer@dc.bjllp.com

July 1, 2005

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

Dear Secretary Williams:

I have enclosed two certified copies of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Memorandum of Assignment of Lease, a secondary document, dated as of June 30, 2005. The primary document to which this is connected is recorded under Recordation No. 19719. We request that one copy of this document be recorded under Recordation No. 19719-C.

The names and addresses of the parties to the Memorandum of Assignment of Lease are:

Transferor:

The Fifth Third Leasing Company
38 Fountain Square Plaza
Cincinnati, OH 45263

Transferee:

LaSalle National Leasing Corporation
One West Pennsylvania Avenue, Suite 1000
Towson, MD 21204

A description of the equipment covered by the Memorandum of Assignment of Lease consists of 100 gondola cars numbered CW 5000-5099, inclusive.

BALL JANIK LLP

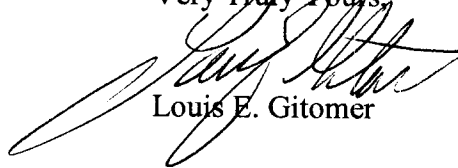
Honorable Vernon A. Williams
July 1, 2005
Page 2

A fee of \$33.00 is enclosed. Please return one copy to:

Louis E. Gitomer
Of Counsel
Ball Janik LLP
Suite 225
1455 F Street, N.W.
Washington, DC 20005

A short summary of the document to appear in the index follows: a Memorandum of Assignment of Lease between The Fifth Third Leasing Company, 38 Fountain Square Plaza, Cincinnati, OH 45263, and LaSalle National Leasing Corporation, One West Pennsylvania Avenue, Suite 1000, Towson, MD 21204, covering 100 gondola cars numbered CW 5000-5099, inclusive.

Very Truly Yours,



Louis E. Gitomer

Enclosures

JUL 1 '05

12-14 PM

MEMORANDUM OF ASSIGNMENT OF LEASE

SURFACE TRANSPORTATION BOARD

THIS MEMORANDUM OF ASSIGNMENT AND ASSUMPTION OF LEASE dated as of this 30TH day of June, 2005, is made by THE FIFTH THIRD LEASING COMPANY., an Ohio corporation, with an address at 38 Fountain Square Plaza, Cincinnati, Ohio 45263 (the "Transferor"), and LASALLE NATIONAL LEASING CORPORATION, a Delaware corporation, with an address at One West Pennsylvania Avenue, Suite 1000, Towson, Maryland, 21204 (the "Transferee" and, together with the Transferor, the "Parties").

KNOW ALL PERSONS BY THESE PRESENTS THAT:

1. The Transferor has agreed to assign to Transferee that certain Railroad Equipment Lease Agreement dated as of May 17, 1995 (the "Lease") by and between Transferor (as assignee to General Electric Business Asset Funding Corporation who, in turn, was assignee of Greenbrier Leasing Corporation), as lessor, and COLORADO & WYOMING RAILWAY COMPANY (the "Lessee"), as lessee, and each of the 100 railcars identified on Schedule 1 attached hereto leased thereunder (the "Equipment").

2. Greenbrier Leasing Corporation ("Greenbrier") and Lessee entered into a Memorandum of Lease Agreement dated as of May 17, 1995, relating to the Lease and Equipment, which was filed with the Surface Transportation Board (successor to the Interstate Commerce Commission) on November 20, 1995 and assigned recordation number 19719.

3. Greenbrier as assignor and General Electric Business Asset Funding Corporation (successor to MetLife Capital, Limited Partnership), as assignee entered into a Memorandum of Assignment of Lease dated as of December 26, 1995 related to the Lease and the Equipment which was filed with the Surface Transportation Board on December 28, 1995 which was assigned recordation number 19719-A. Thereafter, General Electric Business Asset Funding Corporation, as assignor and Transferor, as assignee entered into a Memorandum of Assignment of Lease Agreement dated as of November 19, 1999, relating to the Lease and Equipment, which was filed with the Surface Transportation Board on November 19, 1999 and assigned recordation number 19719-B.

4. The Parties wish to show for the public record the existence of the aforesaid sale and assignment, and the respective interests therein of the Parties.

NOW, THEREFORE, to accomplish the foregoing, the Parties are filing this Memorandum of Assignment and Assumption of Lease with the Surface Transportation Board pursuant to 49 U.S.C. Section 11301(a). In the event of any conflict between the provisions of this Memorandum of Assignment of Lease and the Purchase Agreement, the provisions of the Purchase Agreement shall control.

This Memorandum may be executed in any number of counterparts, each of which shall be an original, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Transferee by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Transferee. I further declare that the foregoing is true and correct.

LASALLE NATIONAL LEASING CORPORATION

By: *Thomas M. Jaschik*
Name: THOMAS M. JASCHIK
Title: GROUP SENIOR VICE PRESIDENT

STATE OF MARYLAND)
) ss.
COUNTY OF BALTIMORE)

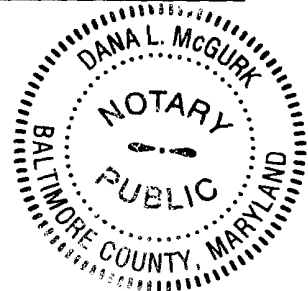
On this 30 day of June, 2005, before me appeared *Thomas M. Jaschik*, the person who signed this instrument, who acknowledged that (s)he is the *Group Senior Vice President* of LASALLE NATIONAL LEASING CORPORATION and that, being duly authorized, (s)he signed such instrument as a free act on behalf of said corporation.

[Seal]

Dana L. McGurk
Notary Public

My commission expires:

November 1, 2007

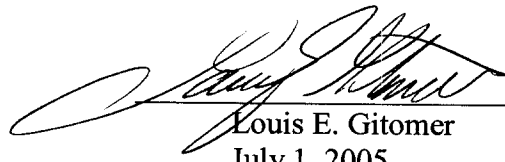


SCHEDULE 1
TO THE MEMORANDUM OF ASSIGNMENT OF LEASE
EQUIPMENT

100 gondola cars numbered CW 5000-5099, inclusive.

CERTIFICATION

I, Louis E. Gitomer, have compared this copy to the original Memorandum of Assignment of Lease dated as of June 30, 2005, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.



Louis E. Gitomer
July 1, 2005